

AGENDA ITEM

May 3, 2016

Subject: 2016 Street Improvement Bid and Contract

Department: Public Works

Three bids were received for the 2016 Street Improvements – Blevins Asphalt, Emery Sapp and Sons and Apac-Central, Inc:

Blevins Asphalt	\$473,605.98
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Emery Sapp and Sons	\$551,800.65
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Apac-Central, Inc.	\$409,896.55
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This ordinance will accept the lowest bid (\$409,896.55) and authorize the execution of an agreement with APAC-Central, Inc. of Springfield for the 2016 Sales Tax Street Improvements.

This project is budgeted under account # 200-5-4100-410

BILL NO. 2016-012

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH APAC-CENTRAL, INC. OF SPRINGFIELD, MISSOURI FOR THE 2016 SALES TAX STREET IMPROVEMENTS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

Section 1. The agreement attached hereto and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri and to affix the municipal seal thereto and to attest the same.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri on this _____ day of May, 2016.

(seal)
ATTEST:

Brian L. Leonard, Mayor

Johnna Williams, Deputy City Clerk

CONTRACT

THIS CONTRACT made and entered into this _____ day of May, 2016, by and between APAC-Central, Inc hereinafter called "Contractor" and the City of Nevada, Missouri, a municipal corporation, hereinafter called "City".

WITNESSETH: That whereas the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for construction the following City improvements:

2016 Summer Sales Tax Street Improvements BITUMINOUS RESURFACING AND CURB & GUTTER

The parties to this Contract agree to the following:

1. Manner and Time for Completion. The Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Work and to perform said Work at the Contractor's own expense in accordance with the Contract documents and any applicable City ordinances and state and federal laws with the project to be completed by August 31, 2016, as stipulated in the Notice to Proceed, which shall be issued by the Field Operations Director within 60 days after the date of this Contract.

2. Prevailing Wage. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor according to section 290.250, RSMo.

3. Insurance. It is agreed that the Contractor shall procure and maintain during the life of this contract, with the City of Nevada, Missouri as an Additional Insured on the Certificates of Insurance, the following:

The Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage, issued to the Contractor shall protect the Contractor and the Owner from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor and shall also include coverage for Products and/or Completed Operations. Insurance shall

be written with a combined single limit for injury and/or property damage liability of not less than \$2,000,000 per occurrence and with an aggregate of not less than \$2,000,000. Insurance shall also provide a per project endorsement.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

The Contractor and/or subcontractor shall maintain Automobile Public Liability and Property Damage Insurance to protect it from any and all claims arising from the use of the following in the execution of the Work: a) Its own automobiles and trucks. b) Hired automobiles and trucks. c) Automobiles and trucks not owned by the Contractor and/or subcontractor. The insurance shall cover the use of the automobiles and trucks both on and off the site of the Project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

The Contractor and/or subcontractor shall purchase and maintain such insurance as will protect it from claims under workmen's compensation, disability benefit and other similar employee benefit acts. This amount shall be in accordance with statutory limits.

The Contractor and/or subcontractor shall furnish the City prior to beginning the Work, satisfactory proof of carriage of all the insurance required by this Contract, with the provision that policies shall not be cancelled, modified, or non-renewed without ten days written notice to the City of Nevada.

4. Contractor's Responsibility for Subcontractors. It is further agreed that the Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons it directly employs. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Work, to bind all subcontractors to the Contractor by all the terms herein set forth, insofar as applicable to the Work of subcontractors and to give the Contractor the same power regarding termination of any subcontract as the City may exercise over the Contractor under any provisions of this Contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between subcontractors.

5. Liquidated Damages. The Field Operations Director may, at his discretion, deduct \$250.00 from any amount otherwise due under this contract for every day the Contractor fails or refuses to prosecute the Work, or any separable apart thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the Work by such time, providing that the City does not terminate the right of the Contractor to proceed.

6. Mobilization. The contractor shall notify the Field Operations Director or his designee 24 hours prior to mobilizing to perform each phase of the work as provided for in this contract. Said notification is required to allow the city to notify property owners of construction affecting their property. Failure to comply with this section or failure to mobilize in accordance with notification will be subject to \$150.00 penalty. Penalty shall not be assessed due to inclement weather.

7. Changes in the Work. The City may at any time, as the need arises, order changes within the scope of the Work without invalidating this Contract. The Field Operations Director shall authorize all such changes. An equitable adjustment shall be authorized by Change Order if such changes increase or decrease the amount due under this Contract, or in the time required for performance of the Work. Change Orders shall also be used to adjust quantities of installed units that are different than those shown in the Bid Schedule because of final measurements.

8. Termination. The City reserves the right to terminate this Contract by giving at least five days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contract be adjudged a bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor or for any of its property, or if the Contractor should refuse or fail to make prompt payment to any person supplying labor or material for the Work under the Contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of this Contract, City ordinances, and state and federal laws.

10. Guards and Lights. The Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

11. Indemnity.

11.1 The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by the Contractor, its servants, agents or

subcontractors in the construction of said Work, or by any negligence or carelessness in the performance of same, or on account of any act or omission of the Contractor, its servants, agents or subcontractors, or arising out of the award of this Contract to the Contractor.

11.2 The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays and expenses in any manner caused by, arising out of, or connected with this Contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

12. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done and for all the materials used in the construction of the Work to be completed pursuant to this Contract.

13. Payment. The City will pay the Contractor in accordance with the rate set forth in the bid forms with quantities calculated as established in the technical specifications, attached hereto and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the Work to be paid for in such progress payments in conformance with the Contract.

14. Contract Documents. The Contract documents shall consist of the following:

- | | |
|---|---|
| a. This Contract | h. Statement of Bidder's Qualifications |
| b. All Change Orders | i. Acknowledgement |
| c. Bid Plans and Specifications | j. Contract Bond |
| d. Standard General Conditions and Technical Specifications | k. Instruction to bidders |
| e. Special Conditions and Provisions | l. Notice to Proceed |
| f. Proposal | |
| g. Notice to Contractor | |

This Contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the Contract as if attached hereto or repeated herein.

15. Subsurface Conditions. The Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what

subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

16. The Contractor agrees to abide by Executive Order 11246, as amended, and Title VI of the Civil Rights Act of 1964, pertaining to equal employment, by complying with the following:

- 16.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 16.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

17. OSHA Requirement.

- 17.1 The Contractor agrees to comply with section 292.675 set forth by the Missouri State Statute which requires the contractor and any subcontractor under such contractor all on-site employees to provide documentation of their completed ten-hour training program through OSHA.

- 17.2 Any contractor that fails to provide such documentation on on-site employees shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor and/or subcontractor for each calendar day, or portion thereof, such employee(s) without the required training.

- 17.3 Whenever there is a period of excessive unemployment in this state, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement for the state or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement, and every contract let by any such person shall contain a provision requiring that such labor be used, except that other laborers may be used when Missouri

laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer, pursuant to sections 290.55 through 290.580, RSMo.

- 17.4 Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: 1) The notice of registration for employer withholding issued to such transient employer by the director of Revenue; 2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and 3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

18. Interest of Contractor Certain Officials and Others.

- 18.1 The Contractor covenants that it has no interest, direct or indirect, in the Project Area or any parcels therein or any other interest that would conflict in any manner or degree with the performance of the services required under this Contract.
- 18.2 No members or delegates to the Congress of the United States of America, and no Resident Commissioners, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

19. Conflict of Interest. In accepting this Contract, the Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Nevada, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this Contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

20. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of the Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

21. Notices. All notices required to be in writing may be given by first class mail addressed to the Fields Operation Manager, City of Nevada at 501 South Jefferson, Nevada, Missouri 64772, and the Contractor at the address indicated above. The date of delivery of any notice shall be the second full day after the day of its mailing.

22. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Vernon County, Missouri.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and seal, and the City of Nevada executes this Contract by its Mayor.

THE CITY OF NEVADA, MISSOURI

By: _____
Brian L. Leonard, Mayor

(seal)

ATTEST:

Johnna Williams, Deputy City Clerk

CONTRACTOR:

By: _____
APAC-Central, Inc.

SUBMISSION OF BIDS:


Bids must be priced, signed and returned (with all necessary attachments) to the office of the City Clerk by the closing date and time specified.

The bidder must respond to this RFB by submitting all data required herein in order for the bid to be evaluated and considered for award.

Written assurance that the quoted rate/price will be honored for at least 30 days to allow for reasonable and expeditious processing by City staff and the City Council.

Date: 4-26-16

Company Name: Blevins Asphalt Const. Co., Inc.

Authorized Signature: 

Name (please Print): Adam Boswell

Company address: P.O. Box 230
Mt. Vernon, Mo. 65712

Phone: 417-466-3758

Email: 417-466-7914 Fax
aboswell@blevinsasphalt.com

BID PRICING SHEET
2016 SUMMER SALES TAX STREET IMPROVEMENTS
BITUMINOUS RESURFACING AND CURB & GUTTER

Bid

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.0	8,255	Curb & Gutter	LF	\$ <u>20.85</u>	\$ <u>172,116.75</u>
2.0	4,195	Plant Mix Bituminous Surface (without shingles)	TON	\$ <u>56.65</u>	\$ <u>237,646.75</u>
3.0	245,548	Milling	Sq Ft	\$ <u>0.26</u>	\$ <u>63,842.48</u>

TOTAL BASE BID: \$ 473,605.98

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, business license etc., to cover the finished work requested.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the bidder will execute the formal contract attached within ten days and deliver a Surety Bond or Bonds as required by Item 11 of the Instructions to Bidders. The bid security attached in the sum of 5% of the total bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By: *Alan Lasswell*

Title: *VP*

Company Name: *Blevins Asphalt Const. Co., Inc.*

Address: *P.O. Box 230*

Mt. Vernon, Mo. 65712

Company Phone: *417-466-3758* Company Fax: *417-466-7914*

****NOTE:** The bidder understands that the City reserves the right to add, delete or adjust any or all items of the project to bring the project with budgetary limitations or other considerations.

(SEAL - if bid is by a corporation)

**2016 SUMMER SALES TAX STREET IMPROVEMENTS
BITUMINOUS RESURFACING AND CURB & GUTTER
CITY OF NEVADA, MISSOURI**

Proposal of Blevins Asphalt Const. Co., Inc. (hereinafter called "Bidder")* a corporation,
organized and existing under the laws of the State of Mo.,* a
partnership, or an individual doing business as _____.

To the City of Nevada, Missouri (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the 2016 Summer Sales Tax Street Improvements – BITUMINOUS RESURFACING AND CURB & GUTTER, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before June 1, 2016, as will be specified in the written "Notice to Proceed" of the Owner and to fully complete the project by August 31, 2016 as stipulated in the specifications. Bidder further agrees to pay as liquidated damages as provided in Paragraph 5 of the Contract.

Bidder acknowledges receipt of the following addendum:

*Insert corporation, partnership or individual as applicable.

The contract will be awarded on the lowest Bid if said Bid does not exceed the amount of funds available by the owner to finance the contract. If the Bid exceeds such an amount, the Owner may reject all bids.

Bidder agrees to perform all the Work described in the specifications and shown on the plans, for the following unit prices:

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Blevins Asphalt Construction Co., Inc.

P.O. Box 230, Mt. Vernon, MO 65712

as Principal, hereinafter called the Principal, and United Fire & Casualty Company

P. O. Box 73909, Cedar Rapids, IA 52407-3909

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Nevada, MO

110 S. Ash Street, Nevada, MO 64772

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City of Nevada, 2016 Street Projects. Project # 2016-27

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of April, 2016

Angel M. Shaw
(Witness)

Blevins Asphalt Construction Co., Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

United Fire & Casualty Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact Kelly R. Watson

(Title)

Wendy A. Casey
(Witness)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint KELLY R WATSON, OR STEVEN L NICHOLSON, OR ERLE D BENTON, OR CHANDLER H CULLOR, OR SANDRA BURNETT, ALL INDIVIDUALLY of OVERLAND PARK KS

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 10th day of April, 2018 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.



IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of April, 2016

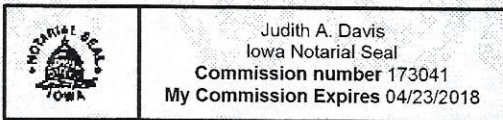
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 10th day of April, 2016, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 26th day of April, 2016.



By: *David A. Lange*

Secretary, UF&C
Assistant Secretary, UF&I/FPIC

SUBMISSION OF BIDS:

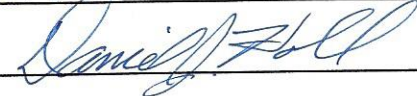
Bids must be priced, signed and returned (with all necessary attachments) to the office of the City Clerk by the closing date and time specified.

The bidder must respond to this RFB by submitting all data required herein in order for the bid to be evaluated and considered for award.

Written assurance that the quoted rate/price will be honored for at least 30 days to allow for reasonable and expeditious processing by City staff and the City Council.

Date: APRIL 27, 2016

Company Name: EMERY SAPP AND SONS, INC.

Authorized Signature: 

Name (please Print): DANIEL J. HALL

Company address: 5350 E. STATE HWY AA
SPRINGFIELD, MO 65803

Phone: 417-833-9915

Email: NICK.TRONCALE@EMERYSAPP.COM

BID PRICING SHEET
2016 SUMMER SALES TAX STREET IMPROVEMENTS
BITUMINOUS RESURFACING AND CURB & GUTTER
Bid

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.0	8,255	Curb & Gutter	LF	\$ <u>24.⁰⁰</u>	\$ <u>198,120.⁰⁰</u>
2.0	4,195	Plant Mix Bituminous Surface (without shingles)	TON	\$ <u>66.⁷⁵</u>	\$ <u>280,016.²⁵</u>
3.0	245,548	Milling	Sq Ft	\$ <u>0.³⁰</u>	\$ <u>73,664.⁴⁰</u>
TOTAL BASE BID:					\$ <u>551,800.⁶⁵</u>

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, business license etc., to cover the finished work requested.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the bidder will execute the formal contract attached within ten days and deliver a Surety Bond or Bonds as required by Item 11 of the Instructions to Bidders. The bid security attached in the sum of 5% of the total bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By: 

Title: ASSISTANT VICE PRESIDENT

Company Name: EMERY SAPP AND SONS, INC.

(SEAL - if bid is by a corporation)

Address: 5350 E. STATE HWY

SPRINGFIELD, MO 65803

Company Phone: 417 - 833 - 9915

Company Fax: 417 - 833 - 9981

****NOTE:** The bidder understands that the City reserves the right to add, delete or adjust any or all items of the project to bring the project with budgetary limitations or other considerations.

**2016 SUMMER SALES TAX STREET IMPROVEMENTS
BITUMINOUS RESURFACING AND CURB & GUTTER
CITY OF NEVADA, MISSOURI**

Proposal of EMERY SAPP & SONS, INC. (hereinafter called "Bidder")* a corporation,
organized and existing under the laws of the State of MISSOURI,* a
partnership, or an individual doing business as _____.

To the City of Nevada, Missouri (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the 2016 Summer Sales Tax Street Improvements – BITUMINOUS RESURFACING AND CURB & GUTTER, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before June 1, 2016, as will be specified in the written "Notice to Proceed" of the Owner and to fully complete the project by August 31, 2016 as stipulated in the specifications. Bidder further agrees to pay as liquidated damages as provided in Paragraph 5 of the Contract.

Bidder acknowledges receipt of the following addendum:



*Insert corporation, partnership or individual as applicable.

The contract will be awarded on the lowest Bid if said Bid does not exceed the amount of funds available by the owner to finance the contract. If the Bid exceeds such an amount, the Owner may reject all bids.

Bidder agrees to perform all the Work described in the specifications and shown on the plans, for the following unit prices:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Emery Sapp & Sons, Inc. as Principal, and Liberty Mutual Insurance Company as Surety, are hereby held and firmly bound unto City of Nevada, Missouri as owner in the penal sum of Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 26th day of April, 2016

The condition of the above obligation is such that whereas the Principal has submitted to City of Nevada a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for the 2016 Summer Sales Tax Street Improvements Project.

NOW THEREFOR,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by the extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Liberty Mutual Insurance Company

SEAL
By: Kris Copra
Kris Copra, Attorney-in-Fact

Emery Sapp & Sons, Inc. (L.S.)

Principal
Daniel J. Hall
DANIEL J. HALL, ASSISTANT V.P.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7242649

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Darla A. Veltrop; Kris Copra; Louis A. Landwehr

all of the city of Jefferson City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of January, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By:

David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of January, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

By:

Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of April, 2016.



By:

Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

IMPORTANT SURETY BOND INFORMATION MISSOURI

Your Liberty Mutual Surety agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

MISSOURI SPECIFIC QUESTIONS

If you have been unable to contact or obtain information from your agent, you may contact Liberty Mutual Surety at the following address and telephone:

AMERICAN STATES INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Mailing Address:
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Telephone # 1-206-473-3799

SUBMISSION OF BIDS:

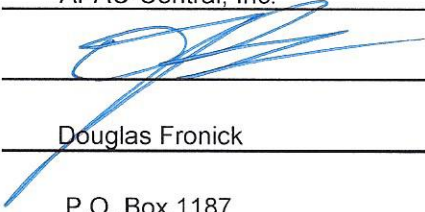
Bids must be priced, signed and returned (with all necessary attachments) to the office of the City Clerk by the closing date and time specified.

The bidder must respond to this RFB by submitting all data required herein in order for the bid to be evaluated and considered for award.

Written assurance that the quoted rate/price will be honored for at least 30 days to allow for reasonable and expeditious processing by City staff and the City Council.

Date: _____ April 26, 2016 _____

Company Name: _____ APAC-Central, Inc. _____

Authorized Signature: _____  _____

Name (please Print): _____ Douglas Fronick _____

Company address: _____ P.O. Box 1187 _____

_____ Springfield, MO 65801 _____

Phone: _____ 417-868-6700 _____

Email: _____ david.andrews@apac.com _____

BID PRICING SHEET
2016 SUMMER SALES TAX STREET IMPROVEMENTS
BITUMINOUS RESURFACING AND CURB & GUTTER
Bid

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.0	8,255	Curb & Gutter	LF	\$ <u>12.20</u>	\$ <u>100,711.00</u>
2.0	4,195	Plant Mix Bituminous Surface (without shingles)	TON	\$ <u>67.85</u>	\$ <u>284,630.75</u>
3.0	245,548	Milling	Sq Ft	\$ <u>.10</u>	\$ <u>24,554.80</u>
TOTAL BASE BID:					\$ <u>409,896.55</u>

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, business license etc., to cover the finished work requested.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the bidder will execute the formal contract attached within ten days and deliver a Surety Bond or Bonds as required by Item 11 of the Instructions to Bidders. The bid security attached in the sum of 5% of the total bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By: 

Douglas Fronick

Title: Estimating Manager

Company Name: APAC-Central, Inc.

(SEAL - if bid is by a corporation)

Address: P.O. Box 1187

Springfield, MO 65801

Company Phone: 417-868-6700

Company Fax: 417-868-6785

**NOTE: The bidder understands that the City reserves the right to add, delete or adjust any or all items of the project to bring the project with budgetary limitations or other considerations.

**2016 SUMMER SALES TAX STREET IMPROVEMENTS
BITUMINOUS RESURFACING AND CURB & GUTTER
CITY OF NEVADA, MISSOURI**

Proposal of APAC-Central, Inc. (hereinafter called "Bidder")* a corporation,
organized and existing under the laws of the State of Delaware,* a
partnership, or an individual doing business as a Corporation.

To the City of Nevada, Missouri (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the 2016 Summer Sales Tax Street Improvements – BITUMINOUS RESURFACING AND CURB & GUTTER, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before June 1, 2016, as will be specified in the written "Notice to Proceed" of the Owner and to fully complete the project by August 31, 2016 as stipulated in the specifications. Bidder further agrees to pay as liquidated damages as provided in Paragraph 5 of the Contract.

Bidder acknowledges receipt of the following addendum:

N/A

*Insert corporation, partnership or individual as applicable.

The contract will be awarded on the lowest Bid if said Bid does not exceed the amount of funds available by the owner to finance the contract. If the Bid exceeds such an amount, the Owner may reject all bids.

Bidder agrees to perform all the Work described in the specifications and shown on the plans, for the following unit prices:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, APAC-Central, Inc. as Principal, and Federal Insurance Company as Surety, are hereby held and firmly bound unto the City of Nevada, Missouri as owner in the penal sum of Five Percent (5%) of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 26th day of April, 2016

The condition of the above obligation is such that whereas the Principal has submitted to City of Nevada a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for the 2016 Summer Sales Tax Street Improvements Project.

NOW THEREFOR,

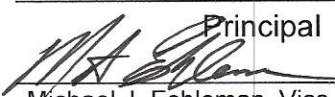
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by the extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL
By: 
Douglas Fronick, Attorney-In-Fact

APAC-Central, Inc. (L.S.)

Principal
Michael J. Eshleman, Vice President



**Chubb
Surety**

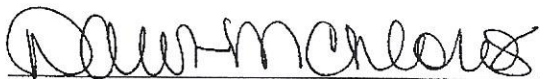
**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Brandon Lefevre, Murry E. Cline and David L. Foster of Fayetteville, Arkansas; Doug Fronick and Michael J. Eshleman of Springfield, Missouri; Kristopher McClanahan and Joshua W. Davis of Tulsa, Oklahoma**, each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Central, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **21st** day of **March, 2016**.



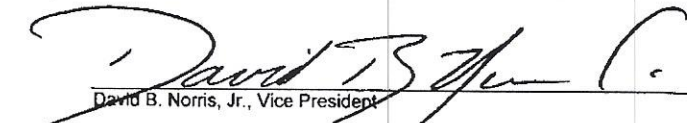
Dawn M. Chloros, Assistant Secretary



STATE OF NEW JERSEY

ss.

County of Somerset



David B. Norris, Jr., Vice President




On this **21st** day of **March, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019



Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

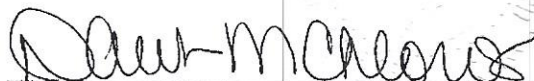
"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **26th** day of **April, 2016**.





Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF GREENE } **SS**

On this 26th day of April, 2016, before me personally came Douglas Fronick to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Ronda Stidham

Notary Public

